

# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-11

Filed 1435

0-064A043

February 22, 1980 4 10 PM

INTERSTATE COMMERCE COMMISSION

MAR 4 1980

Fee \$ 20.00

ICC Washington

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 5  
dated as of May 8, 1979, ("Lease") to Car Leasing  
Agreement 2743 between North American Car Corporation  
("Lessor") and Farmers Cooperative Elevator Co. ("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of November  
2, 1979, between Lessor and General Electric Credit  
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act is one executed counterpart and four certified  
true copies of the above described supplementary Lease,  
between Lessor, 222 South Riverside Plaza, Chicago, Illinois  
and Lessee, Railroad Street East, Cottonwood, MN 56229  
and assigned to Assignee, P.O. Box 8300, 260  
Long Ridge Road, Stamford, Connecticut 06904. The Assignment  
of Leases was recorded with the Interstate Commerce Commission  
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor  
leases the cars described therein to the Lessee and assigns  
such lease to the Assignee under and in accordance with the  
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,  
lease, maintain and perform certain administrative and other  
services with respect to the equipment covered by such Lease  
(which equipment has been or is to be sold to Assignee) and  
assigns, transfers and sets over unto Assignee all of  
Lessor's right, title and interest, powers, privileges and  
other benefits in, but not its obligations under, the Lease  
together with all amounts which may be received or credited  
to the account of Lessor in respect of mileage compensation  
from railroads using the equipment leased under such Lease  
or any other sums received by or payable to Lessor from  
parties other than the Lessee with respect thereto, all in  
accordance with the Lease and the Assignment of Leases.

Miss Lee  
this one is  
11417-II

C. D. [Signature]

**TELE LEASING GROUP**

Secretary  
Interstate Commerce Commission

Page Two

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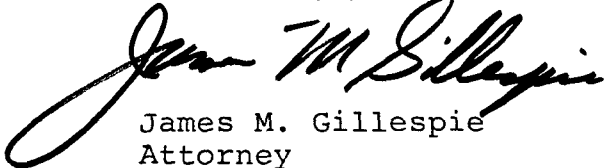
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Supplementary Rider, and \$10.00 for cross indexing requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Farmers Cooperative Elevator Co.

If you have any questions, please contact me.

Very truly yours,

  
James M. Gillespie  
Attorney

enclosure

REGISTRATION NO. 11417-22 Filed 1425

MAR 4 1980 12 10 PM

C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified true copy of Rider No. 5 to Car Leasing Agreement 2743 between North American Car Corporation and Farmers Cooperative Elevator Co. dated May 8, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Hebra A. Kelly

(SEAL)

My Commission Expires February 23, 1983.

RIDER NO. 5  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 2743

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Five (5)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 482575 thru 482579)	\$470.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 20,000 a days in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Notwithstanding the provisions of paragraph 19 of the aforesaid Car Leasing Agreement, it is understood and agreed that Lessee shall release the cars subject to this Rider and each Rider hereafter or hereinafter entered into under such Agreement, at a point or points designated by North American.

North American and Lessee agree that the rental rate as herein above shall be increased at 40 per cent per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - class 100), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 105.2 as was reported for January, 1972. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of rail cars, or any other entity, requires that North American, or any of its carriers, accept the cars subject to this Rider in order to comply with the operation or maintenance interchange, Lessee agrees to pay an additional monthly charge of \$1.00 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or alterations (hereinafter the "Modifications"). No rental credits will be issued on cars receiving the shop for any modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not excessive, to exceed in whole or in part the estimated remaining useful life of said car, or if at any time it decides to permanently remove such car from Lessee's service, Lessee shall have such car taken to a car shop for such Modification. The rental shall be paid to such car shop for such Modification. In addition, Lessee agrees to pay the cost of such Modification as required to be made.

This lease is a COUNTERPART ORIGINAL. No assignment of security interest in the cars may be made or created without the prior written consent of the lessor. Possession of the copy marked "ORIGINAL".

The term of use of the cars herinaabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 8th day of May, 1979.

ATTEST:

James M. Sullivan  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By H. Russell Rott  
Sr. Vice President

ATTEST:

Conrad Lawrence  
Secretary

FARMERS COOPERATIVE ELEVATOR CO.

By Richard G. Rott  
President

"This Lease is a COUNTERPART ORIGINAL. If signed by both parties, it may be filed in the office of the County Clerk of the County of Cook, Illinois, and the original of the copy marked 'ORIGINAL' possession of the copy marked 'ORIGINAL'."

CAR LEASING AGREEMENT 2743  
RIDER NO. 5

State of Illinois )  
                              ) SS:  
County of Cook     )

On this 8th day of May, 1979, before me personally appeared M. Russell Hall, to me personally known, who, being by me duly sworn, says that he is a Sr Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

James M. H. H. H.  
Notary Public  
My Commission expires 5/6/82

State of MINNESOTA )  
                              ) SS:  
County of LOON     )

On this 30 day of August, 1979, before me personally appeared James R. Duncan, to me personally known, who, being by me duly sworn, says that he is a General Manager of FARMER COOP ELECTRIC COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Mark E. E.  
Notary Public  
My Commission expires \_\_\_\_\_